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# EMPLOYMENT AGREEMENT

1973 - 74

Between: the Central Teachers Association and the Independence Township Board of Education

#### ARTICLE I

The Independence Township Board of Education recognizes the Central Teachers Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel whether under contract, on leave, on a per diem basis, employed or to be employed,

including: teachers nurse

but excluding: principal

#### ARTICLE II

### Grievance Procedure

Definition: "A grievance shall mean a complaint by an employee (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established board policy or administrative practice governing or affecting employees. However, the term "grievance" shall not apply to any matter which (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (b) the board of education is without authority to act or (c) a complaint of a non-tenure teacher which arises by reason of his not being re-employed. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

- a. Any professional employee who has a grievance shall discuss it first with his principal in an attempt to resolve the matter at that level.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved employee, he shall set forth his complaint in writing to the principal. The principal shall communicate his decision to the employee in writing within a reasonable length of time depending upon individual situation.

# ARTICLE II (cont.)

- c. If the grievance is not settled after reaching the principal the matter may be referred to the Professional Relations Committee of the Central Teachers Association for consideration. The committee shall make a determination as soon as possible, but within a period not to exceed 10 days.
- d. If the Professional Relations Committee determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education. The Board of Education shall hear the grievance at first regular meeting following the committee's determination.
- e. If the Professional Relations Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the Administrative Principal and to the Board of Education.
- f. An employee whose grievance has been determined to be without merit by the Professional Relations Committee shall have the right to appeal to the Board of Education.
- g. If circumstances seem to make it desirable, the Board of Education and the employee or his representatives may seek independent advice to assist them in reaching an agreement. All information previously gathered shall be made available to the advisers so obtained.

ARTICLE III

SALARY GUIDE 1973-74

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#### ARTICLE IV

# SALARY GUIDE PROVISIONS

(The following relates to Board Policy, Article III, Section A, Part 2, and as follows.)

The Board and the Association agrees to the established policies a through h as listed below:

- a. Teachers with an earned doctorate degree shall receive an additional 4600 above their proper place on Schedule D.
- b. All prior experience in public school is creditable and up to 4 years of military experience.
- c. The guide applies to all full-time certificated personnel except those holding emergency certificates.
- d. Graduate credits shall be those credits earned after the awarding of the highest degree held. The credits must also be classified by the college or university when earned as being in the graduate category. All credits not meeting the last mentioned requirements must be approved by the Chief School Administrator for the district and/or the Board of Education.
- e. A bachelor's degree or master's degree as mentioned in the salary guide must be in the field of education or in a field pertaining to the occupational role held by the individual in our school system.
- f. Any change in salary schedules through the awarding of a higher degree or earned credits must be applied for in writing prior to December 1 of the school year previous to its being granted.
- g. At the time of initial employment, if any one past experience year is not a full year, it will be counted as a full year if the total number of months worked in that year equals five or more.
- h. Past experience credit will not be given for substitute teaching unless it was on a contract basis for five or more months.

# ARTICLE IV (cont.)

The Board and Association further agree to add the following items numbered i through j, making them a part of the policy:

- i. Teachers employed on a ten (10) month contract shall be paid in twenty (20) equal semi-monthly installments; the installments to be made on the 15th and 30th of the month employed. When the 15th or 30th day of the month falls on a school holiday, vacation or weekend, payment shall be made on the last previous school day.
- j. Teachers may individually elect to have a set amount of their monthly salary deducted from their pay check and forwarded to Tri-County Teachers Credit Union, Morristown, New Jersey.

#### ARTICLE V

The Board will reimburse teachers up to 50% of the cost of tuition only for college credits per year when the following conditions have been met:

- 1. All courses taken must be pertinent to the teaching job currently held by the teacher in hope that the teaching-learning situation in the classroom will be improved.
- 2. Courses to be taken must have prior written approval of the Administrative Principal for the district.
- 3. Application for approval of courses must be accompanied by a college catalog containing a complete course description.
- 4. To be reimbursed, the teacher must present the following:
  - a. College transcript verifying completion of course.
  - b. Official records from the college verifying the amount of tuition paid.
  - c. Evidence of prior approval by the Principal.
- 5. When all evidence of course completion (#4) has been submitted to the principal, he in turn will present the approved teachers voucher to the Board at the next regular meeting. Reimbursement should be made within thirty calendar days from the date of the Board meeting.

Under no circumstance will there be reimbursement for courses taken to acquire the following:

- 1. A bachelor's degree
- 2. State certification

#### ARTICLE VI

The Board and the Association agrees to the following:

- A. At the beginning of the 1971-72 school year, the Board shall provide health care insurance protection. The Board shall pay the single rate for all employees plus the cost of dependent coverage for those electing to choose dependent coverage.
- B. Employees shall have the Health Benefits for New Jersey, Public and School Employees, as provided by Hospital Service Plan of New Jersey, Medical Surgical Plan of New Jersey, and The Prudential Insurance Company of America, or its equivalent.
- C. Provisions and descriptions of the health care program shall be provided to each teacher at the beginning of the 1971-72 school year. This shall include the conditions and limits of coverage.
- D. Any change in underwriter shall be done only after consulting the teaching staff.

#### ARTICLE VII

# (Teachers Proposal "Specialists)

A. The Board recognizes the need for the following services and will make every effort to see that the services are provided:

Music
Physical Education
Remedial Reading
Nurse
Part Time Remedial Reading

- B. The number of specialists employed shall not be reduced during the school year.
- C. The Board of Education will endeavor to provide qualified specialists within the realm of economic ability, considering the recommendations of the C. T. A. and the growth of school enrollment.

#### ARTICLE VIII

#### AIDES

- A. The Board will employ one aide for the purpose of supervising the school playground during the noon lunch period commonly known as "noon playground duty."
- B. If the noon playground play period is eliminated thereby eliminating the need for a playground supervisor, an aide shall be employed to supervise the cafeteria relieving the teachers of what is commonly called "cafeteria duty."
- C. In either case not less than, nor more than, one aide shall be employed.
- D. The number of aides employed shall not be reduced through the school year.

#### ARTICLE IX

#### TEACHER EMPLOYMENT

Teachers shall receive two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the principal for personal leave shall be made at least two (2) days before taking such leave (except in case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave, other than that he is taking it under the Personal Business Section.

#### ARTICLE X

# TEACHER FACILITIES

- 1. A separate, private dining area for the exclusive use of employees.
- 2. Upon the request of the association, vending machines may be permitted in the teacher's lounge.
- 3. The lounge shall be equipped with a sink with both hot and cold running water; refrigerator and cabinet for the use of employees.

# DURATION OF AGREEMENT

This agreement shall become effective as of the 1st day of July, 1973, and shall continue in effect until the 30th day of June, 1974.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary, and the Board has caused this Agreement to be signed by its president, attested by its secretary and its seal placed thereon.

Central Teachers Association  B. Michael R. Noney.	Independence Township Board of Education By Kon Skugeant
Its President ${\cal O}$	Its President
By Layle & Evans	By Walter Samuel
Its Secretary	Its Secretary
9/10/73	9/10/73
Date	Date